



Sharyland Utilities, L.P.
600 Congress Avenue, Suite 2000
Austin, Texas 78701
(512) 721-2661
Fax: (512) 322-9233

June 8, 2015

Lisa Clark, Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No. 35077 - Amendment No. 1 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated February 14, 2014, was filed in this project on March 18, 2014. The Amendment sets forth amended Exhibits B and C to the Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alicia Rigler".

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure

Project No. 35077

Amendment No. 1

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Horizon Wind Energy Panhandle I LLC

May 26, 2015

AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
HORIZON WIND ENERGY PANHANDLE I LLC

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC ("Amendment") is made and entered into on this 26th day of May, 2015 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and Horizon Wind Energy Panhandle I LLC ("Generator"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of February 14, 2014 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for amendment of the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Generator has requested to change the Time Schedule (Exhibit B) and Interconnection Details (Exhibit C) and

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

II. AMENDMENT TO THE AGREEMENT

1. The terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.

2. Exhibit "B" (Time Schedule) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "B" attached hereto as Attachment A.

3. Exhibit "C" (Interconnection Details) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "C" attached hereto as Attachment B.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement that are not specifically amended by this Amendment, including the remaining Exhibits, shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IV. MULTIPLE COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument. Each of the persons signing below represents and warrants that he or she is authorized to execute this Amendment on behalf of the Party indicated.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to be duly executed by the persons set forth below in their respective capacities.

Sharyland Utilities, L.P.

By: Mark Caskey
Mark E. Caskey, P.E.
President

KRF

Date: MAY 26, 2015

Horizon Wind Energy Panhandle I LLC

By: Steve Irvin
Name: Steve Irvin
Title: Executive Vice President, Central Region

By: Bernardo Goarmon
Name: Bernardo Goarmon
Title: Executive Vice President, Finance

Date: 6/1/15

Attachment A

**“Exhibit “B”
Time Schedule**

Interconnection Option chosen by Generator (check one): Section 4.1.A. or Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) _____ good faith negotiations, or (2) _____ designated by Generator upon failure to agree.

Generator must provide engineering and design security within 30 days of execution of this SGIA, equivalent to 10% (\$216,900.00) of the TIF estimated cost (\$2,169,000.00).

The Parties acknowledge that EDP Renewables North America LLC (“EDPR NA”), formerly known as Horizon Wind Energy, LLC, and the parent company of Generator, and Sharyland are parties to that certain Developer Agreement entered into as of May 2010 (“CREZ Developer Agreement”), pursuant to which EDPR NA provided “Transmission Facility Collateral”. The Parties agreed that the Generator’s provision of engineering and design security was deemed to be “IA Collateral” as defined in the CREZ Developer Agreement. After receipt of the Generator’s engineering and design security, Sharyland released and canceled the “Transmission Facility Collateral” provided by EDP Renewables North America LLC pursuant to the CREZ Developer Agreement.

Date by which generator must provide notice to proceed with procurement and provide security, equivalent to 50% (\$1,084,500.00) of the TIF estimated cost (\$2,169,000.00), as specified in Section 4.2 by June 15, 2016, so that TSP may maintain schedule to meet the In-Service Date.

Date by which generator must provide notice to commence construction, and provide security, equivalent to 40% (\$867,600.00) of the TIF estimated cost (\$2,169,000.00), as specified in Section 4.3, by December 15, 2016, so that TSP may maintain schedule to meet the In-Service Date.

In - Service Date(s): September 1, 2017

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Dates: September 2, 2017 – October 30, 2017

Scheduled Commercial Operation Date: October 31, 2017

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B”

Attachment B

**“Exhibit “C”
Interconnection Details**

- 1) Name: Horizon Wind Energy Panhandle I LLC – Silver Canyon Wind Farm
- 2) Point of Interconnection Location: The point of interconnection is located in Briscoe County, Texas, in Sharyland’s Tule Canyon Substation. More specifically, the POI shall be defined as the point at which the Generator’s phase conductors, associated insulators, and static wires contact the TSP’s corresponding dead-end, interconnecting bay in the Generators 345kV switchyard. The terminating bay in the Tule Canyon substation is currently designated 345kV 5S-GEN.
- 3) Delivery Voltage: 345kV
- 4) Number and Size of Generating Units: Nominal 200MW plant capacity; comprised of three phase build out:
 - A) Phase I – 200MW; 5 groups of 20 Vestas VCS V110 2.0MW Turbines
- 5) Type of Generating Unit: Vestas VCS V110 2.0 MW Turbine
- 6) Metering and Telemetry Equipment:
 - A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, & operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units “RTU”) located in the TIF
 - B) Generators interconnection with TSP facilities shall not interfere with TSP’s metering and telemetry operations
 - C) Metering to include 345kV rated meters, with dual secondary windings for relaying and revenue metering
 - D) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
 - E) All other metering & telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 7) Generator Interconnection Facilities:

GIF include the following: i) the substation and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below ii) the transmission line, including structures, conductors, insulators, connecting hardware and optical ground wire (“OPGW”) from the substation to the Point of Interconnection; and iii) communication equipment described in Section 9a below
- 8) Transmission Service Provider Interconnection Facilities:
 - A) The TSP Interconnection Facilities shall include the following facilities:
 - 1) Substation
 - (i) 345kV 3000A, 63kA Circuit Breaker
 - (ii) Motor Operated Air Break Switch

- (iii) 345kV Metering Units, with individual CCVTs and Current transformers
 - (iv) 345kV, 212kV MCOV Surge Arresters
 - (v) Station Post Insulators
 - (vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
 - (vii) Dead-end structure within the Sharyland 345 kV Station property for terminating GIF
- 2) Relaying
 - (i) Circuit Breaker Control Panel
 - (ii) Motor Operated Disconnect Switch Control Panel
 - (iii) Circuit Breaker Failure Protection Panel
 - (iv) Line Current Differential & Distance Protection Panel
 - 3) Transmission line
 - (i) Monopole structures, phase conductors, associated insulators, static wires, foundations, etc.
 - 4) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 9) Communications Facilities:
- A) The communications facilities described below will be paid for, owned, and installed by Generator.
 - 1) one (1) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center
 - 2) one (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office
 - 3) one (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits
 - 4) high voltage isolation equipment for all telephone company circuits at the Substation
 - B) The communications facilities described below will be paid for, owned, and installed by TSP
 - 1) one (1) dial-up circuit including associated interface equipment at the location of the EPS meter facilities
 - 2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
 - C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 10) System Protection Equipment:
- A) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail
 - B) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 11) Inputs to Telemetry Equipment:
- A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation

facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU

B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

12) Supplemental Terms and Conditions, if any, attached:

Supplemental Terms and Conditions shall be finalized and coordinated with Generator at completion of the Stability Re-study.

13) Special Operating Conditions, if any, attached:

Special Operating Conditions shall be finalized and coordinated with Generator at completion of the Stability Re-study.

14) The difference between the estimated cost of the TIF under 4.1.A (\$_____) and the estimated cost of the TIF under 4.1.B (\$_____) is: _____, if applicable.